

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2019-380-T - ORDER NO. 2020-74
FEBRUARY 27, 2020

IN RE:	Application of Upward Endeavors, LLC)	ORDER APPROVING
	d/b/a Two Men and a Truck of Greenville to)	REVISED TARIFF
	Amend Tariff)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Upward Endeavors, LLC d/b/a Two Men and a Truck of Greenville (“Upward Endeavors,” “Applicant” or “Company”) to amend the Company’s current tariff. Upward Endeavors presently holds a Class E HHG (“Household Goods”) Certificate of Public Convenience and Necessity (Certificate No. 9664-B) to transport household goods in South Carolina pursuant to the authority granted by this Commission.¹

Upon receipt of the Application, the Commission’s Clerk’s Office instructed Upward Endeavors to publish, one time, a Notice of Filing in newspapers of general circulation in the affected areas of the state. The purpose of the Notice of Filing was to inform interested parties of the Company’s Application and of the manner and time in which to file the appropriate pleadings for participation in the proceeding. The Company complied with this instruction and provided the Commission with proof of publication of the Notice of Filing. No protests or petitions to intervene were received.

¹ See Commission Order No. 2002-219 issued in Docket No. 2002-25-T.

By its Application, Upward Endeavors seeks approval to modify the Company's current hourly rates for household goods moves and to make various modifications to other rates, terms and conditions of the Company's current tariff.

The South Carolina Office of Regulatory Staff (ORS) completed a review of the proposed tariff and submitted its findings to the Commission on January 23, 2020. ORS's Impact Study revealed that Upward Endeavors was in compliance with the Commission's rules and regulations at its compliance review on January 14, 2020. Furthermore, ORS advises that Upward Endeavors is currently in compliance with all filing and reporting requirements, and no consumer complaints have been filed against the Company within the past twelve months.

Lastly, from the comparison report completed by ORS of the tariff modifications proposed by Upward Endeavors to the South Carolina Tariff Bureau's (SCTB) rates, it appears that the majority of rates proposed by Upward Endeavors are below the SCTB rates, while some are above, where a comparison rate is available. Although certain of the proposed rates are above the SCTB rates, we note that no other parties have filed in opposition to the rates proposed by the Company.

Having considered the Application, the lack of opposition, and the results of the ORS impact study, we conclude that the amended tariff proposed by Upward Endeavors is just and reasonable for the Company and its customers. Accordingly, the Company's Application to amend its current tariff should be approved.

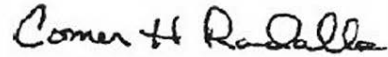
IT IS THEREFORE ORDERED THAT:

1. The Application of Upward Endeavors, LLC d/b/a Two Men and a Truck

of Greenville to amend its tariff is approved, subject to compliance with all applicable statutes, rules, and regulations. The approved revised tariff is attached as Order Exhibit 1.

2. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Comer H. "Randy" Randall, Chairman

ATTEST:



Jocelyn Boyd, Chief Clerk/Executive Director

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

Upward Endeavors, LLC d/b/a Two Men and a Truck of Greenville South Carolina Household Goods Tariff

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Upward Endeavors, LLC d/b/a Two Men and a Truck of Greenville
South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Two Men and a Truck of Greenville. These services are furnished between points and places in South Carolina.

Effective Date: _____

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SECTION 1

1.0 TRANSPORTATION CHARGES

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Two Men and a Truck of Greenville office location (in either Greenville or Spartanburg), and the clock stops when the movers return back to the office once they have unloaded at the customers' new home. Hourly charge as set out below and determined by the total travel mileage from the load location (origin) to the unload location (destination) plus actual travel time.

Hourly Rates – Weekdays (Monday – Thursday)

	0-60 miles	61+ Miles
Hourly rate per one mover, residential --	\$90.00/hour	\$90.00/hour
Hourly rate per two movers, residential --	\$120.00/hour	\$135.00/hour
Hourly rate per three movers, residential --	\$155.00/hour	\$170.00/hour
Additional movers: \$40.00/hour		
Additional truck: \$50.00/hour		

Hourly Rates – Weekends (Friday, Saturday and Sunday)

Hourly rate per one mover, residential --	\$100.00/hour
Hourly rate per two movers, residential --	\$130.00/hour
Hourly rate per three movers, residential --	\$165.00/hour
Additional movers: \$40.00/hour	
Additional truck: \$50.00/hour	

Additional trucks over one will be billed at the rates set forth above.

1.2 Minimum Hourly Charges

Customers will be charged a two-hour minimum, and then in fifteen-minute increments thereafter. If customers cancel within 48 hours of their move, Upward Endeavors will charge the applicable minimum.

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SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1.1 of this tariff.

2.1 Bulky Article Charges (per item)

2.1.1 Tanning Beds

To move a tanning bed, alone or along with other household goods, there is a flat charge of \$90 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two-hour minimum applies when moving a tanning bed, and additional time will be charged in fifteen-minute increments.

2.1.2 Fire proof file cabinets and safes, floor model copiers

To move these items alone or along with other household goods (first floor to first-floor only unless there is an elevator) is a flat charge of \$90 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving any of these items, and additional time will be charged in fifteen-minute increments.

2.1.3 Other Bulky Items

Any bulky articles not listed above will be charged the same as the appropriate hourly rate.

2.1.4 Right to Decline to Move Items

Two Men and a Truck of Greenville reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature. No slate top pool tables will be moved.

2.2 Piano Charges

2.2.1 Spinet, console or studio pianos:

For moving a spinet, console, or studio piano, (first floor to first floor only unless an elevator is available), alone or along with other household goods there is a fee of \$90 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving a spinet, console or studio piano, and additional time will be charged in fifteen-minute increments.

2.2.2 Upright pianos (48 inches or taller)

For moving an upright piano (first floor to first floor only unless an elevator is available), alone or along with other household goods there is a fee of \$120.00 in addition to the appropriate hourly rate as set forth in Section above. The two hour minimum applies when moving an upright piano, and additional time will be charged in fifteen minute increments.

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2.2.3 Baby grand pianos

For moving a baby grand piano (first floor to first floor only unless an elevator is available), alone or along with other household goods there is a fee of \$150.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving a baby grand piano, and additional time will be charged in fifteen-minute increments.

2.2.4 Restrictions on Piano Moves

All other types of pianos not listed in this Section 2.2 will be referred to piano movers.

2.3 Elevator or Stair Carry

Two Men and a Truck of Greenville does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.4 Excessive Distance or Long Carry Charges

Two Men and a Truck of Greenville does not charge customers an additional fee for carrying articles an excessive distance, long carry charges, articles, or special serving. These charges are the same as the appropriate hourly rate.

2.5 Pick Up and Delivery

Two Men and a Truck of Greenville does not charge an additional fee for making additional pick- ups or deliveries after the initial stop.

2.6 Packing and Unpacking

We do not charge an additional fee for packing and unpacking. The packing is the same rate as the hourly rate listed in section 1; plus the cost of packing materials and sales tax on the materials.

We are not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. We reserve the right to decline any moves consisting of extremely large or fragile items.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, washers, dryers, and similar articles.

2.8 Waiting Time

Customers will be charged for waiting time the same as the appropriate hourly rate.

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2.9 Overnight Storage

Overnight storage of a customer's items on a truck will be charged at a rate of \$200.00 per night.

2.10 Hotel Fee

For moves within South Carolina totaling more than 150 miles one way, there will be a hotel fee of \$250.00 for two men or \$300.00 for three men per night.

2.11 Holding Fee

If customer needs items held on a truck for more than four (4) hours on a scheduled move day, the customer will be charged a fee of \$300.00.

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SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, we reserve the right to repair the damage(s) in question. If we determine that damage(s) cannot be repaired, customer will be compensated based on the level of coverage chosen, as set forth below.

3.0.1 Basic Valuation

This coverage is free with the customer move. Two Men and a Truck's maximum liability shall be \$0.60 per pound for the actual weight on any lost or damaged article or articles, if the shipment has been expressly released by you to such value per article. Under this option, a claim for any article that may be lost, destroyed or damaged while in the custody of Two Men and a Truck will be settled based upon the weight of the individual article multiplied by 60 cents. For example, damages to an item weighing 400 pounds would result in a maximum claim settlement of \$240. This value is often less than the actual value of your articles. Coverage for claims to structure to include but not limited to walls, floor coverings, and door frames are limited to \$150.00 per contract.

3.0.2 Full Replacement Coverage

This coverage costs \$7.50 per \$1,000 of the declared total value of the goods. For example, if the total weight of your shipment is 8,000 pounds, then the total value of your entire shipment is established to be \$48,000 and the charge for that protection would be \$360. However, you have the right to declare that your shipment has a greater value and pay for that increased protection. If you declared the value of the same shipment to be \$56,000, then the charge for that protection would be \$420. With Full Replacement Coverage, the minimum value of the shipment will be \$6.00 times the weight of the shipment.

If items are lost, Two Men and a Truck will have the option to replace them with articles of like kind and quality, or paying the replacement costs as determined by current market value. If items are damaged, Two Men and a Truck will have the same options, plus the additional option of repairing the items or paying the repair cost. All damaged items that are either replaced or reimbursed at full-market value become the property of Two Men and a Truck. Coverage for claims to structure to include but not limited to walls, floor coverings, and door frames are limited to \$400.00 per contract.

3.2 Presentation of Claims

If there is damage you discover on the day of your move, notify us immediately. All claims for loss, damage or overcharge must be written and attached to the Bill of Lading. In the event you have claims for concealed damage, Two Men and a Truck of Greenville must be given a reasonable opportunity to inspect damaged items in their original packing. Our movers will complete a Damage Report before they leave your site.

If you discover damage after the move, call the office within 96 hours of your move.

No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Moving Services Agreement acknowledging this.

3.3 Governing Publications

Our rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

We do not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. We will not accept responsibility for safe delivery of such articles if they come into our possession with or without our knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Two Men and a Truck of Greenville's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Two Men and a Truck of Greenville shall not be liable for any damages resulting from delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.